EXHIBIT "A"

WRS MOTION PICTURE
AND VIDEO LABORATORY
1000 Napor Blvd
Pittsburgh, PA 15205
412-937-7700

October 18, 1996

Mr. Eric Parkinson
President & CEO
Plaza Entertainment, Inc.
304 North Edinburg Avenue
Los Angeles, CA 90048

Re: Duplication and Fulfillment Between Plaza Entertainment and WRS, Inc.

Dear Eric:

I am pleased that we are in the final stretch of finalizing the duplication and fulfillment agreement between Plaza Entertainment and WRS, Inc. We reviewed your fax of September 27, and the open issues that you and Gordon Granger had with our proposal of August 7, 1996.

In referring to your letter, Item 1 - "Term": We will agree to a two (2) year versus a three (3) year duplication arrangement with a "First Right of Refusal" if we can't agree on new terms and pricing for ongoing duplication and fulfillment services.

Regarding Item 6 - Freight, truck or UPS on your P.O. or ours along with an administrative mark-up for Plaza's use of money and administrative costs.

Item 9 - We can't do the administrative, financial, and warehouse storage and work for your sleeves and cases at the purchase cost of the materials only. Neither can you. But if you feel your operation is more efficient than ours, feel free to order the material and we'll store it for you at $10.00/pallet/month and handle our administrative work on an hourly basis.

Item 9a - We do manufacture "High Grade Tape Stock" - our suppliers include 3M, BASF, Saehan and TDK.

Item 10 - "Invoicing to Plaza's Customers and Collections", we do have the capability of doing the direct invoicing to your clients and can also facilitate the collections as well. Previously a "Lock Box Agreement" was sent to you and Gordon for review. This agreement would take care of all of the related logistics. As for invoicing, if the proper information is provided along with a copy of your customer's P.O. we will be able to accurately invoice your clients. Administrative costs will be on a "Per Order" basis at a price to be determined.

Payments from your customers must be made to WRS, Inc., and Plaza Entertainment and it must be communicated and enforced with your customers that they must send all payments directly to the Lockbox. Payments will be deposited immediately and subsequently disbursed to Plaza Entertainment and to us upon receipt.

35, 16 and Super 16mm Color or Black & White Negative Developing and Printing • Film or Video Dailies • Digital Liquidgate NTSC/PAL Film To Tape Transfers With Keycode and OSC/R • Climate Controlled Computerized Vaults • Sound Services • Titles • Optical and Precision Registration Printing • Nitrate Conversion • Preservation • Restoration • Tape to Film Transfers • Tape to Tape Video Duplication In All Domestic or Foreign Formats For Television, Industry or Special Interest • Conversions NTSC/PAL/PAL-M/SECAM • Syndication • Inbound Telemarketing • Distribution • Fulfillment

Mr. Eric Parkinson
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The "Sign on Commitment" with fifty percent (50%) discount on the first $300,000 worth of business will also be as originally agreed upon. However, to resolve the issue of the $33,000 plus interest that is owed to us from the "Grizzly Mountain" arrangement, we must receive bonafide purchase orders from Plaza's customers that are directly assigned to us that we will invoice to your customer and receive payment with all of the net proceeds going toward amortizing your outstanding debt prior to sending any money to Plaza.

If you are in agreement with this, please sign this interim agreement and return it ASAP and we can get started.

The "Legend of the North Wind" check dub is in the works and will be sent for your review so we're ready to duplicate.

Sincerely

Joseph M. Gerek
Chief Financial Officer

cc: Jack Napor
Jeremy Kennedy

Eric Parkinson, Plaza Entertainment

PLAZA ENTERTAINMENT
PRICING PROPOSAL

August 7, 1998

- This proposal is based upon a 3 year exclusive contract.
- Price Includes:
  - SP Duplication on High Grade Tape Stock
  - "A" Grade Shells
  - Quality Control
  - Insertion into Client Supplied Bottom-Load, Top-Tuck Sleeves or Clamshells
  - Packaging & Handling for Drop Shipments into 50 Count Cartons

LENGTH	PRICE	LENGTH	COST
15 Minutes	$.93	80 Minutes	$1.72
20 Minutes	$.96	85 Minutes	$1.78
25 Minutes	$1.01	90 Minutes	$1.84
30 Minutes	$1.08	95 Minutes	$1.90
35 Minutes	$1.14	100 Minutes	$1.96
40 Minutes	$1.20	105 Minutes	$2.04
45 Minutes	$1.26	110 Minutes	$2.10
50 Minutes	$1.33	115 Minutes	$2.16
55 Minutes	$1.41	120 Minutes	$2.22
60 Minutes	$1.48	125 Minutes	$2.41
65 Minutes	$1.54	130 Minutes	$2.60
70 Minutes	$1.60	135 Minutes	$2.79
75 Minutes	$1.66	140 Minutes	$2.98

MINIMUM DUPLICATION ORDER QUANTITIES - 500 UNITS PER TITLE

ADDITIONAL SERVICES:

• WRS Supplied Generic Face Label	$.02
• Shell Imprint:	
Set-up (screens from client supplied film positives)	$35.00 per title
Imprint	$.015
• Clamshell Art Insertion	$.04
• Inserts or Sticker Application	$.02
• Shrinkwrap	$.02
• Logo Imprint on Shrinkwrap:	
One Time Set up (plate charge)	$75.00
Imprint	$.01

- Assembly of 6, 12, 24 or 48 unit self shipping Display Packs - Price to be determined, depending upon labor costs. Samples to be provided by Plaza Entertainment.

- WRS will provide a check cassette and master evaluation at no Charge. Check cassettes to be shipped via UPS Ground.

- Terms: Net 60 Days subject to credit approval - Lock-box agreement (per attached)

- All standard WRS Terms and Conditions apply except as outlined in this proposal

- Freight: F.O.B. WRS Pittsburgh

WRS ORDER FULFILLMENT

1. ORDER ENTRY:
   Price includes finished goods inventory, reporting and data base maintenance.

Charge per order from phone or fax	$1.50
From electronic orders	$.75

2. ORDER FULFILLMENT:
   Includes pick and pack, preparation for shipping, packing slips and shipping reports.

50 Count master cartons of single titles	No Charge

Multiple Title Orders up to 50 pieces or single title orders up to 49 pieces:

1 piece	$.65 per carton
2 pieces	$.90 per carton
3 - 5 pieces	$1.00 per carton
6 - 10 pieces	$1.25 per carton
11 - 25 pieces	$1.60 per carton
26 - 50 pieces	$2.50 per carton

File WRS

ADDITIONAL SERVICES:

- WRS Supplied Generic Face Label — $.02
- Shell Imprint:
  - Set-up (screens from client supplied film positives) — $35.00 per title
  - Imprint — $.015
- WRS supplied Clamshell (Duroplex) — $.39
- Clamshell Art Insertion — $.04
- Inserts or Sticker Application — $.02
- Shrinkwrap — $.02
- Logo Imprint on Shrinkwrap:
  - One Time Set up (plate charge) — $75.00
  - Imprint — $.01
- Assembly of 6, 12, 24 or 48 unit self shipping Display Packs - Price to be determined, depending upon labor costs. Samples to be provided by Plaza Entertainment.
- WRS will provide a check cassette and master evaluation at no Charge. Check cassettes to be shipped via UPS Ground.
- Terms: Net 60 Days subject to credit approval - Lock-box agreement (per attached)
- Two (2) Years with "First Right of Refusal"
- All standard WRS Terms and Conditions apply except as outlined in this proposal
- Freight: F.O.B. WRS Pittsburgh via Truck or UPS
- Invoicing to Plaza Entertainment's customers including order entry — $2.25 per order

WRS ORDER FULFILLMENT

1. ORDER ENTRY:

   Price includes finished goods inventory, reporting and data base maintenance.

   Charge per order from phone or fax — $1.50
   From electronic orders — $.75

2. ORDER FULFILLMENT:

   Includes pick and pack, preparation for shipping, packing slips and shipping reports.

   50 Count master cartons of single titles — No Charge

   Multiple Title Orders up to 50 pieces or single title orders up to 49 pieces:

1 piece	$.85 per carton
2 pieces	$.90 per carton
3 - 5 pieces	$1.00 per carton
6 - 10 pieces	$1.25 per carton
11 - 25 pieces	$1.80 per carton
26 - 50 pieces	$2.50 per carton